

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 4th day of June, 2022

BETWEEN:

St. Michael's Media, Inc. of 2900 Hilton Rd., Ferndale, MI 48220
(the "Lender")

OF THE FIRST PART

AND

Marc Balestrieri of 2858 University Avenue, N. 251, Madison, WI, 53705
(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan \$54,374.80 USD to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal, beginning on May 20, 2022.

Payment

2. Payments in full will be completed no later than Dec. 31st, 2022.
3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without



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further bonus or penalty.

Default

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable.

Extra Clause

5. Upon satisfaction of the conditions referenced herein and provided no Event of Default has occurred and is continuing, Lender shall, at Borrower's request, from time to time, make advances in the aggregate amount of up to \$10,625.20. Provided, however, the sum of all advances with respect to the original loan shall at no time exceed \$65,000 dollars.

Governing Law

6. This Agreement will be construed in accordance with and governed by the laws of the State of Michigan.

Costs

7. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Binding Effect

8. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.



Amendments

9. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

10. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

11. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

12. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 4th day of June, 2022.

SIGNED, SEALED, AND DELIVERED
this 4th day of June, 2022.


St. Michael's Media, Inc.

per: _____ (SEAL)



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SIGNED, SEALED, AND DELIVERED
this 4th day of June, 2022.



Marc Balestrieri